

MAT365: Terms & Conditions

Standard Terms & Conditions for supply of goods and services by Move-Aim-Thrive Ltd ("MAT365").

1 DEFINITIONS

In this policy the highlighted words shall have the following meanings:

- 1.1 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.2 "Customer" means any person who purchases Goods and Services from the Supplier;
- 1.3 "Goods" means the articles specified in the Proposal;
- 1.4 "Proposal" means a statement of work, quotation or other similar document describing the Goods and Services to be provided by the Supplier;
- 1.5 "Services" means the services specified in the Proposal;
- 1.6 "Supplier" means Move-Aim-Thrive Ltd ("MAT365"), Registered Office: Collordon, Tarland, AB34 4YD
- 1.7 "Terms and Conditions" means the terms and conditions of supply set out in this policy and any additional special terms and conditions agreed in writing by the Supplier.
- 1.8 "Website" refers to the main web presence of Move-Aim-Thrive Ltd, www.mat365.co.uk
- 1.9 "Materials" means the written information, pictures, diagrams, videos, and all other digital content published by Move-Aim-Thrive Ltd on the Website.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.



2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.

2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

2.5 Move-Aim-Thrive Ltd reserves the right to refuse or cancel services at any time, should the behaviour of clients/potential clients warrant such action, e.g., if in their opinion the participants are under the permitted age; are unfit to take part in the activity because of physical or mental impairment; be under the influence of alcohol or drugs; have arrived too late to take part in the activity ; consider them to be a danger to themselves, other participants or members of staff ; or are displaying aggressive and abusive behaviour (verbal or physical). If any of these, or other legitimate occurrences apply, the booking will have been deemed to have been cancelled and cancellation charges will apply. There are no exceptions.

2.6 **Health & Safety:** The nature of the activities conducted by MAT365 are, at times, physically demanding and have the potential for minor injury, therefore please read through these Terms and Conditions carefully and seek advice from your doctor and/or contact us with any concerns for any medical conditions that may give rise to concerns, including but not limited to: Pregnancy, Back pain/muscle injuries, High Blood Pressure, Heart conditions, Epilepsy, or other similar conditions, especially if they may put you or other members of the party at risk. Before attending you will be required to complete our Physical Activity Readiness Questionnaire (PAR-Q) and waiver, which contains more detail on this. This will be sent electronically at the time of booking.

Whilst all our activities are as safe as they can be, some at times do involve inherent physical dangers. It MUST be understood that all safety instructions, directions, warnings and all other instructions must be followed at all times during your time at the venue. You must listen carefully to all safety instructions and ensure you are wearing any safety equipment properly. If in any doubt you must seek further guidance and help from the team immediately. You must not attempt to go beyond your capabilities or engage in risky or daring behaviour other than what is involved in the activity itself. It is a given that you undertake the activity with the full understanding of the risks involved and accept responsibility for your own safety together with that of any other participants (including minors) for whom you have responsibility.

3 THE ORDER

3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of one day.

3.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.

3.3 All Orders for Goods and Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

3.4: Booking process: We have numerous ways in which bookings can be made and accepted; email (info@mat365.co.uk), using the contact form on our website, or via our mobile phone number –



07554 436226. All bookings require either a 50% per person deposit or full payment at the time of booking, this will hold the date and time requested. The remaining balance is due 14 days before your activity. Email invoices and reminders will be sent.

3.5: Confirmation: On receipt of the required deposit and final availability check, you will receive confirmation of your booking, this will detail full venue contact details and any other specific information, We can be contacted by email with any questions (info@mat365.co.uk)

4 PRICE AND PAYMENT

4.1 The price for the Goods and Services is as specified in the Proposal and is inclusive of any applicable charges outlined in the Proposal.

4.2 Payment of the price shall be in the manner specified in paragraph 3.4.

4.3 The customer must make payment before delivery of the Goods or Service. Refer to 3.4 for further details.

5 DELIVERY

(Goods – where relevant))

5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

5.2 Wherever possible the Supplier will aim to complete delivery of physical orders within 14 days from the placement of the order. Where orders require posting, the Supplier aims to complete this within 7 days from placement of the order.

5.3 All risk in the Goods shall pass to the Customer upon delivery.

(Services)

5.4 After booking, our team will make every effort to provide additional information and clarification about any of our featured activities, however customers are deemed to have thoroughly familiarised themselves with the event and activity descriptions, all restrictions, (including age restrictions) as detailed on our websites before booking the activity. No responsibility can be accepted by us for an inappropriate booking if you do not familiarise yourself with all aspects of the events in question either via our website or through your own enquiries before placing a booking. This is your responsibility.

6 TITLE

Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods. Services will not be provided until full payment has been received.

7 CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

7.1 co-operate with the Supplier;

7.2 provide the Supplier with any information reasonably required by the Supplier;

7.3 obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and

7.4 comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

8 SUPPLIER'S OBLIGATIONS

8.1 The Supplier warrants that the Goods/Services will at the time of delivery correspond to the description given by the Supplier .

8.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

8.3 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.

8.4 In addition to the Customer's statutory rights, the Supplier guarantees all Goods against faulty workmanship and materials for a period of 14 days from the date of delivery.

8.5 The Supplier provides the following guarantee(s) in relation to the Services carried out: a) All staff working for or on behalf of Move-Aim-Thrive Ltd will meet a minimal quality and capability standards, b) There will be at least one first aid qualified individual present in any class, seminar, workshop or training session, c) staff will be PVG checked.

9 CANCELLATIONS AND REFUNDS

9.1 Your booking may prevent others from booking on a specific course and is therefore subject to a recognised cancellation policy for sporting activity bookings, which is in line with Regulation 6 within the Consumer Protection (Distance Selling) Regulations 2000. This means that once the booking is in place, your right to cancel without penalty ends:

Booking taken: Loss of deposit

More than 31 days prior to booked date: Full refund less deposit.

31 days or less prior to booked date: No refund.

9.2 Our accepted date of cancellation is when your written cancellation is acknowledged in writing by us. Email: info@mat365.co.uk. The 31day rule includes weekends and bank holidays. Any reduction in numbers must also be in writing and acknowledged in writing by us to be considered valid. Any changes in participant numbers are subject to the same cancellation charges as stated above. Verbal changes and cancellations are not accepted in any circumstances.

9.3 Covid is now something we must all live with. There is a risk of becoming ill with many things, Covid is no different. Whilst you must comply with covid legislation, we cannot reschedule or refund bookings at short notice.

9.4 **Bad weather / other unavoidable circumstances at the venue:**

If your activity is cancelled due to bad weather or any other unavoidable circumstances by us, your booking will be rescheduled to a mutually convenient date for you and the venue.

9.5 **Refunds:** Should you be deemed eligible for a refund the absolute maximum amount this will be is the monies you have paid to us and will not extend to consequential loss or claimed inconvenience or stress caused. No exceptions are made in this regard. If you have taken part in any activity during the booked event in question, regardless of the circumstances or conditions under which you took part, then this will negate any refund claim.

10 LIMITATION OF LIABILITY

10.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage



suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.

10.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

10.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.

11 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations, rights, duties and responsibilities under these Terms and Conditions if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, civil disorder, industrial dispute, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

12 SEVERANCE

If any term or provision, clause or paragraph of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

13 LIMITATION OF LIABILITY (Move-Aim-Thrive Ltd)

In no event shall Move-Aim-Thrive Ltd or its suppliers, be liable for any direct, indirect, special, incidental or consequential damages arising out of the use or inability to use the Website or any linked site, damages resulting from the use of or reliance on the information or materials presented on the Website, whether based on warranty, contract, tort or any other legal theory even if Move-Aim-Thrive Ltd have been advised of the possibility of such damages.

14 DISCLAIMER

Move-Aim-Thrive Ltd assumes no responsibility for accuracy, correctness, timeliness, or content of the Materials provided on the Website. You should not assume that the Materials on the Website



are continuously updated or otherwise contain current information. Move-Aim-Thrive Ltd is not responsible for supplying content or materials from the Website that have expired or have been removed.

The Materials provided on the Website are provided “as is”, and any warranty (express or implied), condition or other term of any kind including without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement or title is hereby excluded.

Errors & Omissions Statement:

Whilst we have made every attempt to ensure the information and advice provided by Move-Aim-Thrive Ltd is accurate, complete, and obtained from reliable sources, Move-Aim-Thrive Ltd is not responsible for any errors or omissions, or for the results obtained from the use of this information. All information is provided “as is”, with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information.

15 GOVERNING LAW

These Terms and Conditions shall be subject to the laws of England, Scotland and Wales and the parties hereby submit to the exclusive jurisdiction of the courts in the area where domiciled.

16 WAIVER

Failure by this Company to enforce any of its rights under these Terms of Business is not to be regarded as a waiver of those rights unless the waiver is confirmed in writing. If this Company decides to waive any of its rights under these Terms of Business, this will not inhibit this Company from enforcing those rights at any or all times in the future.

17 COOKIES

Cookies are small pieces of information that are stored by your browser on your computer hard drive. We use cookies for the following reasons:

- To identify you as you explore our website.
- To provide site usage information which will help us improve and develop the services we offer.

No personal information is stored and cannot be linked back to individuals. You may need to adjust your browser settings for optimal use of our website.



18 COMPLAINTS

Move-Aim-Thrive Ltd will deal with any complaints received using the MAT365 Complaints Procedure available online at www.mat365.co.uk.

19 DATA PROTECTION

Move-Aim-Thrive Ltd will handle data using the MAT365 Data Protection Procedure available online at www.mat365.co.uk.